# BRUHAT BENGALURU MAHANAGARA PALIKE (BBMP)

# REQUEST FOR PROPOSAL (RFP)

**Consultancy service for preparation of Detailed Project Report (DPR) for Construction of Proposed Elevated Corridor from Old Madras Road from Swami Vivekananda Metro Station to Silk Board Junction on Hosur Road via Indiranagar - Domlur – Madiwala**

**Office of the Executive Engineer**
Office of the Executive Engineer, Infra Division - RI
#307, 3rd Floor, Annexe - 3 Building, N.R. Square, Bengaluru - 560002,
Email: eeroadinfra@gmail.com

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## Section 1. Letter of Invitation

## BRUHAT BENGALURU MAHANAGARA PALIKE

**EE/Infra/RI/TEND/ 17 /2024-25**

Office of the Executive Engineer,
Infra Division - RI, #307, 3rd Floor,
Annexe - 3 Building, N.R. Square,
Bengaluru -560002,
Email: eeroadinfra@gmail.com.
Date: 24-01-2025

**LETTER OF INVITATION**

**(Short Term Tender Notification)**

**(Two cover system)**

(Through GOK, http://kppp.karnataka.gov.in Portal only)

1. Bruhat Bengaluru Mahanagara Palike intends to construct a Elevated Corridors at selected critical junctions in BBMP Limits.

2. Executive Engineer (Infra Division – RI, BBMP invites Bids on behalf of the Chief Commissioner, Bruhat Bengaluru Mahanagara Palike for the following service from reputed Consultants who have worked on similar nature of work pertaining to Elevated Corridors.

3. For the following work invited through http://kppp.karnataka.gov.in.

| Sl. No | Name of Assignment | EMD (Amount in Rs.) | Cost of Tender Document | Duration of the Project (In Months) |
|---|---|---|---|---|
| 1 | Consultancy service for preparation of Detailed Project Report (DPR) for Construction of Proposed Elevated Corridor from Old Madras Road from Swami Vivekananda Metro Station to Silk Board Junction on Hosur Road via Indiranagar - Domlur – Madiwala. | **Rs. 3.60 Lakhs** (Rs. 1.00 Lakh through e-payment and remaining Rs. 2.60 Lakhs through Bank Guarantee/FDR) | As per kpp portal | 2 Months |

4. The detailed RFP with the Bid document can be downloaded from the http://kppp.karnataka.gov.in. portal.

5. Request for Proposal (RFP) Document may be downloaded from the Government of Karnataka KPP Portal website http://kppp.karnataka.gov.in. from the date of publication under login for consultants. After login to consultants, please scroll down to the right side bottom to see list of tenders, please click there to find the details of Letter of Invitation and download copy of the RFP document. The RFP document can be downloaded in the portal as per the prescribed date and time published in the portal. Only interested consultants who wish to participate shall remit online transactions fee for the RFP Document after registering in the portal. The transaction fee is nonrefundable.

6. Proposal must be accompanied by Earnest Money Deposit which should be paid online through KPP Portal suing any of the following payment modes: Credit Card, Direct Debit, National Electronic Fund Transfer (NEFT), and Over the Counter (OTC).

7. Proposals must be electronically submitted (on-line through internet) within the date and time published in KPP portal. Technical proposals of the RFP Document will be opened at prescribed time and date in the KPP Portal in the presence of the Tenderers who wish to attend at the office of the Road Infrastructure, Road Infra Division, Annexe Building No.3, Room No. 307, N.R. Square, Bengaluru – 560002.

**NOTE:**

**Calendar of Events**

| | | |
|---|---|---|
| 1. Availability of Tender documents in E-Procurement Portal | : | 28-01-2025, 16.00 hrs onwards |
| 2. Last Date of Receipt of queries | : | 31-01-2025 upto 13.00 hrs |
| 3. Date of pre bid meeting | : | 31-01-2025 upto 16.00 hrs |
| 4. Last Date of submission of tenders | : | 06-02-2025 upto 16.00 hrs |
| 5. Date of Opening Technical Bid | : | 07-02-2025 upto 16.30 hrs |
| 6. Date & Time for Opening of Financial Bid | : | Will be intimated to qualified bidders |

1. A pre tender meeting will be held at in the Office of the Engineer In Chief, Infrastructure/Engineer in Chief, BBMP, 1st Floor, Annexe Building -2, N.R. Square, Bengaluru – 560002 to clarify the issue and to answer questions on any matter that may be raised at that stage as stated in "Instructions to tenderers" of the technical Bid Document.

2. Aspiring tenderers/Contractors who have not registered in Karnataka Public Procurement Portal should register before participating through the website https://kppp.karnataka.gov.in.

3. Before submission of online Tenders, tenderers must ensure that scanned copies of all the necessary documents have been attached with bid.

4. All the information's required for tenders must be filled and submit online.

5. For details, registration and e-payment visit GOK KPP Portal website http://kppp.karnataka.gov.in or contact kpp portal Helpdesk at 080 – 46010000, 68948777.

6. This tender notice can also be seen on the BBMP website www.bbmp.gov.in.

Sd/-
Executive Engineer
Infra Division – RI.

**Copy Submitted to:**

1. Personal Secretary to Administrator BBMP to bring to the kind notice of the Hon'ble Administrator.
2. Hon'ble Chief Commissioner for kind information.
3. Special Commissioner (Projects) / Special Commissioner (Finance) for kind information.
4. Engineer – in – Chief for kind information.
5. Superintending Engineer (Road Infrastructure) for kind information.
6. CAO / Chief Auditor for kind information.
7. I. T. Advisor with a Request to publish the same in the BBMP Website.
8. Public Relation Officer, BBMP for information and to publish in two leading National Newspapers in Kannada and English.
9. Notice Board & Office Copy.

Sd/-
Executive Engineer
Infra Division – RI.

## Section 2
## INFORMATION TO CONSULTANTS

### 1. INTRODUCTION

**1.1** The Client named in the "Data Sheet" will select a firm among those listed in the Letter of Invitation, in accordance with the method of selection indicated in the Data Sheet.

1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet (the Proposal) for consulting services required for the Assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant.

1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, the performance of the consultant under each phase must be to the client's satisfaction before work begins on the next phase.

1.4 The Consultants must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, consultants are encouraged to pay a visit to the Client before submitting a Proposal, and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. The Consultant's representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

1.5 The Client will provide the inputs specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.

1.6 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and (ii) the Client is not bound to accept any of the Proposals submitted.

1.7 Bruhat Bangalore Mahanagara Palike (BBMP) expects consultants to provide professional, objective, and impartial advice and at all times hold the Client's interest's paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

1.7.1 Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below:

(a) A firm which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, firms hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services) for the same project.

(b) Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants.

1.7.2 As pointed out in para. 1.7.1 (a) above, consultants may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the consultant should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which consultant will be hired for the purpose.

In case of company taken over by other company all relevant document should be submitted to prove that both the companies are same.

1.8 It is BBMP's policy to require that consultants observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the BBMP:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value

to influence the action of a public official in the selection process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of BBMP, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive BBMP of the benefits of free and open competition.

(b) will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

(d) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded BBMP-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a BBMP-financed contract; and

(e) will have the right to require that, BBMP to inspect consultant's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by BBMP.

1.9 Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GOK/BBMP in accordance with the above sub para 1.8 (d).

1.10 Consultants shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the Data Sheet.

1.11 **Eligibility Criteria**

1.11.1 Bidders should have completed a single similar assignment in last 5 years i.e. consultancy service for preparation of Detailed Project Report (DPR) for a major flyover project of length not less than 2.00 Km, project cost of Rs.120.00cr. Bidder should submit completion certificate for completing the work satisfactorily issued not below the rank of The Executive Engineer.

1.11.2 Bidders should have minimum average annual turnover of **Rs. 120.00 Lakhs** received only for consultancy service in any two years for last five years. For this bidder must submit annual turnover certificate issued by the registered Chartered Accountant. The value of the turnover shall be given a weightage of 10% per year cumulative to bring them to the price level of the FY in which the tenders are invited.

1.11.3 Any disputes arises shall be resolved based on the terms and conditions of tender document and shall not be considered any of the clause/conditions of other tender documents. Bidders must clarify their doubts during the pre bid meeting with the department before submitting the tender.

1.11.4 Bidders should have well established office in Bengaluru proof of having office in Bengaluru must be submitted.

## 2. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

2.1 Consultants may request a clarification of any item of the RFP document up to the number of days indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by cable, telex, facsimile, or electronic mail to such requests and will send copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

2.2 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex, facsimile, or electronic mail to all invited consultants and will be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals.

## 3. PREPARATION OF PROPOSAL

3.1 Consultants are requested to submit a Proposal (para 1.2) written in the language(s) specified in the Data Sheet.

**Technical Proposal**

3.2 In preparing the Technical Proposal, consultants are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:

(i) If a firm considers that they does not have all the expertise for the Assignment, they may obtain a full range of expertise by associating with a firm / individual consultant(s) and /or other firms or entities in a joint venture or sub-consultancy, as appropriate only with one Joint venture / sub consultant. Consultants must obtain approval from the client for any Joint Venture / sub consultant if any. In case of joint venture lead partner or the party submitting the tender shall take full responsibility of the tender. The credentials such as empanelment, Work Done certificate etc. which are requested in the proposal shall be considered for joint venture / sub consultants firm. In case of change/takeover of company Agreement of takeover/change of name shall be submitted.

(ii) For assignments on a staff-time basis, the estimated number of key professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of key professional staff-months estimated by the firm.

(iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relation with it.

(iv) Proposed key professional staff must at a minimum have the experience indicated in the Data Sheet.

(v) Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position and must be counter signed by head of the organization.

(vi) Reports to be issued by the consultants as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the Client's official language.

3.4 The Technical Proposal should provide the following information using the attached Standard Forms (Section 3):

(i) A brief description of the consultant's organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.

(ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).

(iii) A description of the methodology and work plan for performing the assignment (Section 3D).

(iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).

(v) CVs recently signed by the proposed key professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the firm/entity, and degree of responsibility held in various assignments during the last Five (5) years. Self declaration certificate of each key professionals shall be submitted for having accepting the assignment for the project till the completion of work. Failing to submit the self declaration certificate shall be liable for rejection.

(vi) Estimates of the total staff effort (professional and support staff; staff time) to be provided to carry out the Assignment, supported by bar chart diagrams showing the time proposed for each key professional staff team member. (Sections 3E and 3G).

(vii) A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.

(viii) Any additional information requested in the Data Sheet.

3.5 The Technical Proposal shall not include any financial information.

**Financial Proposal**

3.6 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the Assignment, including (a) remuneration for staff, and (b) reimbursable such as subsistence (per diem, housing), transportation (national and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys; and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity.

3.7 Consultants shall express the price of their services in Indian Rupees.

3.8 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the consultant is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.

## 4. SUBMISSION, RECEIPT AND OPENING OF PROPOSALS

4.1 The electronic tendering system for the assignment comprises of (i) Technical proposal and (ii) Financial proposal. The proposals must be electronically submitted (online through internet) within the date and time published in the e - procurement portal.

4.2 Each page uploaded pertaining to the consultant's eligibility criteria, essential conditional criteria, financial criteria documents, etc. shall be duly assigned and sealed by the consultant or a person or person's duly authorized to sign on behalf of the consultant. Such authorization shall be indicated by a writing power – of - attorney accompanying the proposal. The corrections, if any, shall be made by striking of and shall be initiated with date.

4.3 No physical documents shall be considered. All the participants shall produce all the original documents for verification whenever necessary.

4.4 The proposals shall contain no alterations or additions, except those to comply with instructions issued by the client that are duly incorporated.

4.5 Any consultancy firm /company trying to submit the proposal after deadline will not be accepted in the e – procurement.

4.6 Financial Proposals will not be opened until technical evaluation has been completed and the result approved and notified to all consultants.

## 5. PROPOSAL EVALUATION

**General**

5.1 From the time the proposals are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.

5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained.

**Evaluation of Technical Proposals**

5.3 The evaluation committee appointed by the Client as a whole, and each of its members individually, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria (typically not more than three per criteria) and point system specified in the Data Sheet. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

**Public Opening and Evaluation of Financial Proposals; Ranking**

5.4 After the evaluation of quality is completed, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non - responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify the consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall not be sooner than one week after the notification date. The notification may be sent by registered letter, cable, telex, facsimile, or electronic mail.

5.5 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

5.6 The evaluation committee will determine whether the Financial Proposals are complete, (i.e., whether they have costed all items of the corresponding Technical Proposals, if not, the Client will cost them and add their cost to the initial price), correct any computational errors.

5.7 The Client will select the lowest proposal ('evaluated' price). The selected Consultant will be invited for negotiations.

## 6. NEGOTIATIONS

6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.

6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and Consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the Consultant can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.

6.3 Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates.

6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the Proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff was offered in the proposal without confirming their availability, the Consultant may be disqualified.

6.5 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the Consultant will initial the agreed contract. If negotiations fail, the Client will invite

the firm who has quoted the second lowest price for negotiations. The process will be repeated till an agreed contract is concluded.

## 7. AWARD OF CONTRACT

7.1 The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation (para 5.3)

7.2 The Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

## 8. CONFIDENTIALITY

8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning Consultant has been notified that it has been awarded the contract.

**Data Sheet**
**Information to Consultants**

**Clause Reference**

1.1 The name of the Client is: The Chief Commissioner,
Bruhat Bangalore Mahanagara Palike (BBMP),
Bangalore.

1.2 Any information, submission of proposal and/or all correspondence to be sent to
The Executive Engineer,
Infra Division - RI,
#307, 3rd Floor, Annexe-3 Building,
N.R. Square, Bengaluru – 560002.

1.3 The name, objectives and description of the Assignment are: Consultancy service for preparation of Detailed Project Report (DPR) for Construction of Proposed Elevated Corridor from Old Madras Road from Swami Vivekananda Metro Station to Silk Board Junction on Hosur Road via Indiranagar - Domlur – Madiwala.

1.4 The Assignment is phased: NO
A pre-proposal conference will be held: Yes. On **31-01-2025 at 16.00** hrs at the Office of the Chief Engineer, Road Infrastructure / Engineer in Chief, No. 108, Annex-2 Building, 1st Floor, N.R. Square, Bengaluru – 560002

1.5 The name(s), address(es), and telephone/numbers of the Client's Official(s) are: Office of The Executive Engineer, infra Division - RI, #307, 3rd Floor, Annexe-3 Building, N.R. Square, Bengaluru – 560002.

1.6 The Client will provide the following inputs: Detailed Project Report

1.7 The Client envisages the need for continuity for downstream work: No

1.8 The clauses on fraud and corruption in the contract are Sub-Clause 2.7.1 of G.C.C.

1.9 Clarifications may be requested up to **31-01-2025 before 13.00** hours
The address for requesting clarifications is: Office of The Executive Engineer, infra Division - RI, # 307, 3rd Floor, Annexe-3 Building, N.R. Square, Bengaluru – 560002.

2.0 Proposals should be submitted in the following language(s): English

i. Shortlisted consultant may associate with other shortlisted consultant: NO.

ii. The estimated number of key professional staff months required for the assignment is: to be furnished by Consultant based on the Scope of Work.

iii. Consultants must have an established office.

iv. Bidders Shall mandatorily upload all the below mentioned registration certificates and bidders shall be disqualified if they failed to upload all or any of the below mentioned registration certificates.

- Company Registration Certificate.
- PAN Registration certificate.
- GST Registration certificate.
- Professional Tax Registration certificate (Form-3).
- Professional Tax Registration certificate (Form-4).
- M.S.M.E (Udhyog ahdar) registration certificate.

(Note :- Documentary Proof of Fulfillment of above criteria has to be submitted and all the above registration certificate should be at least 6 months old from the date of notification of this tender).

2.1 Proposals must remain valid till 90 days after the submission date.

2.2 Consultants must submit all details of the proposal to be scanned and submitted through kppp portal only.

2.3 The proposal submission address is: https://kppp.karnataka.gov.in and hard copy of the uploaded documents may be submitted to the office of Executive Engineer, Infra Division – RI anyway submission of a hard copy of tender document submitted in kpp portal is not compulsory / mandatory.

2.4 Proposals must be submitted not later than the following date and time: **06-02-2025** before **16.00** hrs through kpp portal.

2.5 The address to send information to the Client is: The Executive Engineer, infra Division - RI, #307, 3rd Floor, Annexe-3 Building, N.R. Square, Bengaluru – 560002.

2.6 The number of points to be given under each of the evaluation criteria are

| | | **Marks** |
|---|---|---|
| i. | Specific Experience of the Consultant related to the Assignment as per tender condition. | 30 |
| ii. | Qualification and Competence of the Key Professional Staff for the Assignment. | 30 |
| iii. | Submission of Empanelment certificate | 30 |
| iv. | Site appreciation. | 05 |
| v. | Experience in region & language<br>Knowledge in Kannada and English Language. | 05 |
| | | **Total Marks: 100** |

**The minimum technical score required to pass is 75 Marks bidders who score less than 75 marks shall not be considered for technical evaluation and liable for rejection.**

The number of points to be given for qualifications and competence of the key professional staff for the assignment are:

| | Points |
|---|---|
| (i) General qualifications<br>(Insert Subcriteria – not more than 3) | 30 |
| (ii) Adequacy for the project<br>(Insert Subcriteria – not more than 3) | 60 |
| (iii) Experience in region & language<br>(Insert Subcriteria – not more than 3) | 10 |
| Total Points: | 100 |

The minimum technical score required to pass is : 75 Points

2.7 The address for negotiations is: The Executive Engineer, The Executive Engineer, Road infrastructure Division, #307, 3rd Floor, Annexe-3 Building, N.R. Square, Bengaluru – 560002.

2.8 The Assignment is expected to commence in **February 2025.**

**Sincerely,**
**Executive Engineer,**
**Infra Division - RI,**
**BBMP**

## Section 3. Technical Proposal - Standard Forms

3A. Technical Proposal submission form.

3B. Consultant's references.

3C. Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client.

3D. Description of the methodology and work plan for performing the assignment.

3E. Team composition and task assignments.

3F. Format of Curriculum Vitae of proposed key professional staff.

3G. Time schedule for professional personnel.

3H. Activity (work) schedule.

### 3A. TECHNICAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

| FROM: (Name of Consultant) | TO: (Name and Address of Client) |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Ladies/Gentlemen:

**Subject:** Consultancy service for preparation of Detailed Project Report (DPR) for Construction of Proposed Elevated Corridor from Old Madras Road from Swami Vivekananda Metro Station to Silk Board Junction on Hosur Road via Indiranagar - Domlur – Madiwala.

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [*Date*], and our Proposal. We are hereby submitting our Proposal which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the Proposal, i.e., before [*Date*] we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

| | |
|---|---|
| Authorized Signature | : |
| Name and Title of Signatory | : |
| Name of Consultant | : |
| Address: | : |

**3B. CONSULTANT'S REFERENCES**

**Relevant Services Carried Out in the Last Five Years**
**That Best Illustrate Qualifications**

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

| | | |
|---|---|---|
| Assignment Name: | | Country: |
| Location within Country: | | Key professional staff Provided by Your Firm/entity(profiles): |
| Name of Client: | | No. of Staff: |
| Address: | | No. of Staff-Months; duration of assignment: |
| Start Date (Month/Year): | Completion Date (Month/Year): | Approx. Value of Services (Rs. ): |
| Name of Associated Consultants, if any: | | No. of Months of Key professional staff, provided by Associated Consultants: |
| Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed: | | |
| Narrative Description of Project: | | |
| Description of Actual Services Provided by Your Staff: | | |

Consultant's Name: _____

## 3C. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT

On the Terms of Reference:

1.

2.

3.

4.

5.

On the data, services, and facilities to be provided by the Client

1.

2.

3.

4.

5.

## 3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

### 3E. TEAM COMPOSITION AND TASK ASSIGNMENTS

**1. Technical/ Managerial Staff**

| Sl. No. | Name | Position | Task |
|---|---|---|---|
| 1.<br>2.<br>3.<br>4.<br>..<br>.. | | | |

**2. Support Staff**

| Sl. No. | Name | Position | Task |
|---|---|---|---|
| 1.<br>2.<br>3.<br>4.<br>..<br>.. | | | |

### 3F. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY PROFESSIONAL STAFF

Proposed Position: _____

Name of Consultant: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

_____

Detailed Tasks Assigned: _____

_____

**Key Qualifications:**

[*Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.*]

**Education:**

[*Summarize college/university and other EASTized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.*]

**Employment Record:**

[*Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.*]

**Languages:**

[*For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]*

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

_____ **Date:** _____

***[Signature of staff member and authorized representative of the Consultant]*** ***Day/Month/Year***

**Full name of staff member:** _____
**Full name of authorized representative:** _____

## 3G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

| Sl. No. | Name | Position | Reports Due/Activities | Weeks (in the form of a Bar Chart) * | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | 1 | 2 | 3 | 4 | Number of Months |
| 1. | | | | | | | | Subtotal (1) |
| 2. | | | | | | | | Subtotal (2) |
| 3. | | | | | | | | Subtotal (3) |
| 4. | | | | | | | | Subtotal (4) |

Full-time: _____ Part-time: _____
Reports Due: _____
Activities Duration: _____

Signature:_____

* The Schedule should be for the period of completion of assignment (Authorized Representative)

Full Name:_____

Title:_____

Address:_____

# 3H. ACTIVITY (WORK) SCHEDULE

## A. Field Investigation and Study Items:

| | | **Week wise Program (in form of Bar Chart) ++** *[1st, 2nd, etc. are Weeks from the start of assignment]* | | | |
|---|---|---|---|---|---|
| Sl. No. | Item of Activity (Work) | 1st | 2nd | 3rd | 4th |
| | _____ | | | | |
| | _____ | | | | |
| | _____ | | | | |
| | _____ | | | | |
| | _____ | | | | |

++ The Program should be period of completion of assignment.

## SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS

4A. Financial Proposal submission form.

4B. Summary of costs.

4C. Breakdown of costs.

## 4A. FINANCIAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

FROM: (Name of Consultant)

_____

_____

TO: (Name and Address of Client)

_____

_____

Ladies/Gentlemen:

Subject: Consultancy service for preparation of Detailed Project Report (DPR) for Construction of Proposed Elevated Corridor from Old Madras Road from Swami Vivekananda Metro Station to Silk Board Junction on Hosur Road via Indiranagar - Domlur – Madiwala.

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [*Date*], and our Proposal (technical and Financial Proposals). Our attached financial proposal is for the sum of [*Amount in words and figures*].

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e., [*Date*].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand you are not bound to accept any Proposal you receive.

We remain,
Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of the Consultant:

Address:

**4B. SUMMARY OF COSTS**

| No. | Description @ | Amount (Rupees) |
|---|---|---|
| | Remuneration for Key professional staff | |
| I | Supporting Staff | |
| II | Transportation | |
| III | Duty Travel to Site | |
| IV | Office Rent | |
| V | Office Supplies, Utilities and Communication | |
| VI | Office Furniture and Equipment | |
| VII | Reports and Document Printing | |
| VIII | Surveys | |
| | **TOTAL COST** | |
| | **GST** | |
| | **TOTAL COSTS (Including GST)** | |

**Note: The ceiling cost of the consultancy is as shown in the Summary of Costs. Payments will be made as per stipulations of the Special Conditions of Contract. The break-up of cost as given in formats 4C is to facilitate assessment of reasonableness of costs and conducting negotiations in accordance with clause 6 of the Information to Consultants.**

## 4C. BREAKDOWN OF COSTS (RS)

## I REMUNERATION FOR STAFF

| No. | Position | Name | Rate* (Rs.) | SM | Amount (Rs) |
|---|---|---|---|---|---|
| | **Key professional staff** | | | | |
| **1.** | | | | | |
| **2.** | | | | | |
| **3.** | | | | | |
| **4.** | | | | | |
| **5.** | | | | | |
| **6.** | | | | | |
| | **Sub-Total** | | | | |
| | **Sub-Key professional staff** | | | | |
| **1.** | | | | | |
| **2.** | | | | | |
| **3.** | | | | | |
| **4.** | | | | | |
| **5.** | | | | | |
| **6.** | | | | | |
| | **Sub-Total** | | | | |
| | **TOTAL** | | | | |

*SM = Staff Month*

**II. Support Staff**

| No. | Position | Name | Staff Months | Rate* ( Rs) | Amount( Rs ) |
|---|---|---|---|---|---|
| 1<br>2<br>3<br>4 | | | | | |
| | | | | **Total :** | |

* Provide the breakup of the rates to show the basic salary, social costs and overhead while issuing work order.

**III Transportation**

Total:

**IV. Duty Travel to Site** Total:

**V. Office Rent** Total:

**VI. Office Supplies, Utilities and Communication**

| No. Item | Item* | Months | Monthly Rate (Rs) | Amount in (Rs) |
|---|---|---|---|---|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |

TOTAL: ----------

* Prepare details as appropriate for the consultancy assignment and submit while issuing work order.

**VII**. **Office Furniture and Equipment**

| No. | Description(*) | Unit | Quantity | Rate (Rs) | Amount (Rs) |
|---|---|---|---|---|---|
| | **Office Furniture** | | | | |
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| 6 | | | | | |
| | **Office Equipment** | | | | |
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| 6 | | | | | |
| | | | | **Total** | |

**VIII. Reports and Document Printing**

| No. | Description* | Number | No. of Copies | Rate per Copy ( Rs.) | Amount (Rs. ) |
|---|---|---|---|---|---|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| | | | | **Total** | |

**IX. Topographical Surveys**

- Prepare details as appropriate for the consultancy assignment and submit while issuing work order.

## SECTION –V

## TERMS OF REFERENCE

1. BACKGROUND

2. DESCRIPTION OF ASSIGNMENT

3. DETAILED SCOPE OF SERVICES

4. REPORTS, TIME SCHEDULE AND PAYMENT SCHEDULE

1. BACKGROUND: Bruhat Bangalore Mahanagara Palike (BBMP), "The Client" Bangalore is the fifth largest city in India with an estimated population of around 1.40 Crores spread over 821 Sq. Km. The traffic in the city is increasing day by day keeping future traffic flow BBMP is proposing elevated corridor in the selected reaches in order to decongesting the traffic in the city, with the approval of the competent authority. In view of this BBMP is desirous of obtain Consultancy service for preparation of Detailed Project Report (DPR) for Construction of Proposed Elevated Corridor from Old Madras Road from Swami Vivekananda Metro Station to Silk Board Junction on Hosur Road via Indiranagar - Domlur – Madiwala.

2. The objectives and description of the services are:

3. DETAILED SCOPE OF SERVICES

3.1 **Scope of Work**

a) Preparation of detailed project report (DPR) including detailed cost estimate.
b) The Detailed Project Report (DPR) would include detailed alignment design, design of grade separated structures, design of service roads, pavement design, and quantities for civil construction items, cost for civil construction estimates as per Schedule of Rates and preparation of documents required for tendering.
c) The Consultant shall follow relevant latest IRC publication and other circular on policy matters - Quality assurances manual. Layout and GADs are to be submitted for the structures including their approaches.
d) Consultant shall prepare necessary technical document for submitting to all stake holders/department through BBMP for getting their inputs / approval.
e) Liosening with stake holders / department for identification of their utilities, assets and mapping of utility and assets falling in the project corridor.
f) Conducting Detailed Topographical survey and preparation and submission of final Auto CADD format Drawing.
g) Geotechnical investigation and submission of report.
h) Traffic Survey.
i) Liosening with Revenue Department officials for collection of revenue records required for land acquisition/TDR.
j) Preparation of Auto CADD drawing showing Existing Right of Way (EROW) / Proposed Right of Way (PROW).
k) Preparation of Land Acquisition Plan and Schedule and Assisting BBMP for Preparation of Form-1 notification for TDR.
l) Preparation of 3D model and Walkthrough of Proposed elevated corridors.

3.2 **Actions requiring specific approval of BBMP**

The Consultant will be required to obtain the specific approval of BBMP before taking any of the following actions:

a) approving subcontracting of any parts of the Works,
b) certifying additional cost,
c) determining an extension of time,
d) issuing a variation order,
e) Recommendation for variation in work quantities, fixing rates or prices.

3.3 Liaison Meetings

Liaison meetings shall be held between the BBMP and the Contractor at weekly intervals. The meetings would be attended by members of the supervision staff as necessary and would have the objective of expanding on the contents of the progress reports, discussing any problems and financial matters.

4.0 Reports, Time Schedule and Payment Schedule.

4.1.1 *Contract Schedule*

The Period of consultancy services is 2 months.

4.1.2 *Schedule of Reports*

The Consultant shall prepare and submit Five (5) copies to BBMP of each of the following reports and documents in English:

a) Inception Report - within 15 days from the date of Work order.
b) Draft DPR - within 45 days from the date of Work order.
c) Final DPR as per clause 4.1.3b - within 60 days from the date of Work order.

*4.1.3 Contents of Reports*

**a. Progress Reports**

The timely Progress Reports shall be brief and concise and provide means of closely monitoring project progress and forecasting Consultancy costs, and shall cover the following:

- Main activities, undertaken and events for the period and Progress Report
- on the activities of the working staff.

**b. Final Report / Deliverables**

On completion of the Project, the Consultant shall prepare a final report which will form a comprehensive record of the Consultancy including any changes or modification of designs, problems encountered and solutions recommended operational procedures, expenses and variations.

**Consultant shall submit following deliverables in 5 sets.**

1. Inception Report / Draft DPR.
2. Detailed Project Report (DPR) including Cost Estimates in hard and soft copies.
3. A Detailed Land Acquisition Plan and Schedule along with Form-1 notification for processing TDR.
4. Architectural 3D Model and Walkthrough.

**4.1.4 Payment Schedule**

a) 25% of contract amount shall be payable on submission of inception report including topographical survey drawing and draft concept and alignment plan.
b) 50% of contract amount shall be payable on submission of draft Detailed Project Report.
c) 25% of contract amount shall be payable on submission of final Detailed Project Report.

5.0 Key Professionals for the project required are as follows.

| Sl. No | Designation | Qualification | Required Personnel | Experience |
|---|---|---|---|---|
| 1 | Team Leader | ME/M Tech Civil Engineering | 1 | 30 Years |
| 2 | Structural Engineer | ME/M Tech in Structures | 1 | 15 Years |
| 3 | Hydrologist | Msc/ME/M Tech | 1 | 20 Years |
| 4 | Highway/Transportation Engineer | ME/M Tech in Highways | 1 | 15 Years |
| 5 | Site Engineer (Civil) | BE in Civil Engineering | 2 | 05 Years |
| 6 | Sr. Retired Surveyor (Revenue) | Government Surveyor | 1 | 30 Years |
| 7 | Surveyors (Civil) | Diploma in Civil Engineering | 4 | 05 Years |
| 8 | Auto CADD Drafts Man | BE / Diploma / any other discipline | 4 | 05 Years |

**Note: 1.** Bidders must submit recently signed CV of individual and also counter signed by the authorized signature of the company showing their relevant experience for the above Key Professionals.

**2.** If the CV of the individual found in any other bidders who participate in this tender shall be liable for rejection.

## SECTION VI: CONTRACT FOR CONSULTANT' S SERVICES

**Between**

**[Name of Client]**

**and**

**[Name of Consultants]**

**Dated:**

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## I. FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made the_____day of the month of _____, 200__, between, on the one hand,_____(hereinafter called the "Client") and, on theother hand, _____(hereinafter called the "Consultants").

[**Note: If the Consultants consist of more than one entity, the above should be partially amended to read as follows*:

*"….. (hereinafter called the "Client") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultants' obligations under this Contract, namely,_____and_____(hereinafter called the "Consultants.")"*]

WHEREAS

(a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");

(b) the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

   (a) The General Conditions of Contract (hereinafter called "GC");

   (b) The Special Conditions of contract (hereinafter called "SC");

   (c) The following Appendices:

| | | |
|---|---|---|
| Appendix A: | Description of the Services | _____ |
| Appendix B: | Reporting Requirements | _____ |
| Appendix C: | Key Personnel and Sub-consultants | _____ |
| Appendix D: | Services and Facilities to be provided by the Client | _____ |
| Appendix E: | Breakdown of Contract Price | _____ |
| Appendix F: | Form of Guarantee for Advance Payments | _____ |

[*Note: If any of these Appendices are not used, the words* "Not Used" *should be inserted below next to the title ofthe Appendix on the sheet attached hereto carrying the title of that Appendix.*]

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:

(a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as ofthe day and year first above written.

FOR AND ON BEHALF OF[NAME OF CLIENT]

By

(Authorized Representative)

FOR AND ON BEHALF OF [NAME OF CONSULTANT]

By

(Authorized Representative)

[***Note****: If the Consultants consist of more than one entity, all of these entities should appear as signatories, e.g., in the following manner*:]

FOR AND ON BEHALF OF EACH OF THE MEMBERS OF THE CONSULTANTS

[Name of Member]

By

(Authorized Representative)

[Name of Member]

By

(Authorized Representative)etc.

## II. GENERAL CONDITIONS OF CONTRACT

## 1. GENERAL PROVISIONS

### 1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have thefollowing meanings:

(a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;

(b) "Contract" means the Contract signed by the Parties, to which these General Conditions ofContract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

(c) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1

(d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;

(e) "GC" means these General Conditions of Contract;

(f) "Government" means the Government of Karnataka;

(g) "Local currency" means Indian Rupeea;

(h) "Member", in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; ‘Member in Charge’ means the entity specified in the SC to act on their behalf in exercising all the Consultants’ rights and obligations towards the Client under this Contract.

(i) "Party" means the Client or the Consultants, as the case may be, and Parties means both of them;

(j) "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof; and ‘key personnel’ means the personnel referred to in Clause GC4.2 (a)

(k) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;

(l) "Services" means the work to be performed by the Consultants pursuant to this Contract as described in Appendix A; and

(m) "Sub-consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.

(n) ‘Third party” means any person or entity other than the Government, the Client, the Consultants, or a Sub-Consultant.

**1.2 Law Governing the Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

**1.3 Language**

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

**1.4 Notices**

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

**1.5 Location**

The Services shall be performed at such locations as are specified in Appendix A and, where the locationof a particular task is not so specified, at such locations, whether in Karnataka or elsewhere, as the Client may approve.

**1.6 Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials specified in the SC.

**1.7 Taxes and Duties**

The Consultants, Sub-consultants and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

**2. Commencement, Completion, Modification and termination of Contract**

**2.1 Effectiveness of Contract**

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.

**2.2 Commencement of Services**

The Consultants shall begin carrying out the Services within thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SC.

**2.3 Expiration of Contract**

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

## 2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of theServices or of the Contract Price, may only be made by written agreement between the Parties.

## 2.5 Force Majeure

### 2.5.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations underthe Contract impossible or so impractical as to be considered impossible under the circumstances.

### 2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered tobe a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

### 2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

### 2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract,as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the endof such period.

## 2.6 Suspension:

The Client may by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

## 2.7 Termination

### 2.7.1 By the Client

The Client may terminate this Contract, written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.7.1 in the case of the event referred to in (e) :

(a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;

(b) if the Consultants (or any of their Members) become insolvent or bankrupt;

(c) if, as the result of Force Majeure, the Consultants are unable to perform a material portionof the Services for a period of not less than sixty (45) days; or

(d) if the consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive GOK of the benefits of free and open competition.

(e) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

**2.7.2 By the Consultants**

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified inparagraphs (a) through (c) of this Clause 2.7.2:

(a) if the Client fails to pay any monies/payment due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;

(b) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same with in forty-five (45) days (or such longer period as the Consultantsmay have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;

(c) if, as the result of Force Majeure, the Consultants are unable to perform a material portionof the Services for a period of not less than sixty (60) days.

**2.7.3 Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clause GC 2.7 , or upon expiration of this Contract pursuant to Clause GC 2.3, all rights and obligations of the Parties hereunder shall cease, except :

(i) such rights and obligations as may have accrued on the date oftermination or expiration;

(ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof;
(iii) any right which a Party may have under the Applicable Law.

**2.7.4 Cessation of Services**

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC

2.7.1 or GC 2.7.2 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.With respect to documents prepared by the Consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Clauses GC 3.7 andGC 3.8 .

**2.7.5 Payment upon Termination**

Upon termination of this Contract pursuant to Clauses 2.7.1 or 2.7.2, the Client shall make the following payments to the Consultants:

(a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

(b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

## 3. Obligations of the Consultants:

### 3.1 General

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub- consultants or third parties.

### 3.2 Conflict of Interests

**3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.**

The remuneration of the Consultants pursuant to Clause 6 shall constitute the Consultants' sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub-consultants, and agents of either of them, similarly shall not receive any such additional remuneration.

**3.2.2 Procurement Rules of Funding Agencies**

If the Consultants, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Consultants shall comply with any applicable procurement guidelines of the funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the Client.

**3.2.3 Consultants and Affiliates Not to engage in certain Activities**

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

**3.2.4 Prohibition of Conflicting Activities**

Neither the Consultants nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

(a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or

(b) after the termination of this Contract, such other activities as may be specified in the SC.

**3.3 Confidentiality**

The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

**3.4 Insurance to Be Taken out by the Consultants**

The Consultants (a) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at their (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

**3.5 Consultants' Actions Requiring Client's Prior Approval**

The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:

(a) entering into a subcontract for the performance of any part of the Services, it being understood
(i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii)that the Consultants shall remain fully liable for the performance of the Services by the Sub- consultant and its Personnel pursuant to this Contract;

(b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personneland Sub-consultants"), and

(c) any other action that may be specified in the SC.

**3.6 Reporting Obligations**

The Consultants shall submit to the Client the reports and documents specified in Appendix B in theform, in the numbers, and within the periods set forth in the said Appendix.

**3.7 Documents Prepared by the Consultants to Be the Property of the Client**

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultants in accordance with Clause 3.6 shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof.

The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

**3.8 Equipment and Materials Furnished by the Client**

Equipment and materials made available to the Consultants by the Client or purchased by the Consultants with funds provided by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by by the Client in writing, shall insure them at the expense of the Client in an amount equal to their replacement value.

**4. Consultants' Personnel and Sub-Consultants**

**4.1 Description of Personnel**

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultants' Key Personnel are described in Appendix C. The Key Personnel and Sub-consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

**4.2 Removal and/or Replacement of Personnel**

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace anyof the Key Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefor, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) The Consultants shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

**5. Obligations of the Client**

**5.1 Assistance and Exemptions**

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

(a) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

(b) assist the Consultants and the Personnel and any Sub-consultants employed by the Consultants for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;

(c) provide to the Consultants, Sub-consultants and Personnel any such other assistance as may be specified in the SC.

**5.2 Services and Facilities**

The Client shall make available to the Consultants and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix D at

the times and in the manner specified in said Appendix D, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services, (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultants as a result thereof.

## 6. Payment to the Consultants:

### 6.1 Lump Sum Remuneration

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, Sub-consultants' costs, printing, communications, travel, accommodation, andthe like, and all other costs incurred by the Consultant in carrying out the Services described in Appendix.

A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

### 6.2 Contract Price

The Contract price is set forth in the SC.

### 6.3 Payment for Additional Services

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump sum price is provided in Appendices D and E.

### 6.4 Terms and Conditions of Payment

Payments will be made to the account of the Consultants and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultants of a bank guarantee for the same amount, and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultants have submitted an invoice to the Client specifying the amount due.

### 6.5 Interest on Delayed Payments

If the Client has delayed payments beyond fifteen (15) days after the due date stated in the SC, interest shall be paid to the Consultants for each day of delay at the rate stated in the SC.

## 7. Settlement of Disputes

### 7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

## 7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

# III. SPECIAL CONDITIONS OF CONTRACT

| Number of GC Clause * | Amendments of, and Supplements to, Clauses in the General Conditions of Contract |
|---|---|

[1.1 (h) The Member in Charge is_____].

[1.4.1 The addresses are:

Client :_____

_____

_____

Attention :_____

Telex :_____

Facsimile :_____

E-mail :----------

Consultants :_____

_____

_____

Attention :_____

Telex :_____

Facsimile :_____

E-mail :----------

*[Note[1]: Fill in the blanks]*

[1.4.2 Notice shall be deemed to be effective as follows:

(a) in the case of personal delivery or registered mail, on delivery;

(b) in the case of telexes/e-mail, 24 hours following confirmed transmission;

(c) in the case of telegrams, 24 hours following confirmed transmission; and

(d) in the case of facsimiles, 24 hours following confirmed transmission.]

[1.6 The Authorized Representatives are:

For the Client : _____

For the Consultant : _____

*[Note: Fill in the blanks]*

[1.7.1 The consultants and the personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

[1.7.2 However the Consultancy Services tax payable for this Consultancy Services shall be paid/ reimbursed by the Client separately.]

[1] *All Notes should be deleted in the Final Text*

The date on which this Contract shall come into effect is :

[2.2 The time period shall be ….. days *[Note: Fill in 30 days or any other appropriate]* or such other time period as the parties may agree in writing]

[2.3 The period shall be_____*[Note: Fill in the period, e.g., twenty-four (24) months* or such other period as the parties may agree in writing].

[3.4 The risks and the coverages shall be:

(1) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988, in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub-consultants or their Personnel, for the period of Consultancy;

(2) Third Party liability insurance, with a minimum coverage for Rs. ..... for the period of Consultancy;

(3) Client's liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any Sub-consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate;

(4) Professional liability insurance, with a minimum coverage equal to total contract value for this consultancy; and

(5) Insurance against loss of or damage to (i) equipment purchased in whole or in part with fundsprovided under this Contract, (ii) the Consultants' property used in the performance of the Services,and (iii) any documents prepared by the Consultants in the performance of the Services.

[*Note: Fill in the blanks and delete what is not applicable*]

[3.5 (c) ***Note****: Delete where not applicable.*]

The other actions are_____.]

[3.7 The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.]

[5.1 *Note: List here any changes or additions to Clause GC5.1 If there are no such changes or additions, delete this Clause SC5.1 from the SC.]*

[6.2 The amount of Contract is Rs._____.

[6.4 The account is :……]

Payments shall be made according to the following schedule :

***Note*** *: (a) the following installments are indicative only; (b) if applicable, detail further the nature of the report evidencing performance, as may be required, e.g., submission of study or specific phase of study, survey, drawings, draft bidding documents, etc., as listed in Appendix B, Reporting Requirements. In the example provided, the bank guarantee for the repayment is released when the payments have reached 50 per cent of the lump sum price, because it is assumed that at that point, the advance has been entirely setoff against the performance of services.*

d) 25% of contract amount shall be payable on submission of inception report including topographical survey drawing and draft concept and alignment plan.

e) 50% of contract amount shall be payable on submission of draft Detailed Project Report.

f) 25% of contract amount shall be payable on submission of final Detailed Project Report.

**Note: this sample clause should be specifically drafted for each contract.**

[6.5 Payment shall be made within 60 days of receipt of the invoice and the relevant documents specified in Clause 6.4, and within 90 days in the case of the final payment.

The interest rate is 5%[1] per annum

[7.2 Disputes shall be settled by arbitration in accordance with the following provisions - **Deleted**

~~7.2.1 Selection of Arbitrators:~~

~~Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:~~

~~(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the President, Institution of Engineers India*, New Delhi, for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the President, Institution of Engineers India*, New Delhi, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.~~

~~(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultants shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by BBMP Bangalore.~~

~~(c) If, in a dispute subject to Clause SC 7.2.1 (b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.~~

[1] Modify appropriately.

* Insert President Indian Roads Congress (for roads and bridge works) or any other appropriate Institution (for other type of consultancies)

7.2.1 Rules of Procedure

Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1996, of India.

7.2.2 Substitute Arbitrators

If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

7.2.3 Qualifications of Arbitrators

The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause 7.2.1 hereof shall be a nationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.

7.2.4 Miscellaneous

In any arbitration proceeding hereunder:

(a) proceedings shall, unless otherwise agreed by the Parties, be held in Bangalore.

(b) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

# IV. APPENDICES

## Appendix A: Description of the Services

*[Give detailed descriptions of the Services to be provided; dates for completion of various tasks, place ofperformance for different tasks; specific tasks to be approved by Client, etc.]*

## Appendix B: Reporting Requirements

*[List format, frequency, contents of reports and number of copies; persons to receive them; dates of submission, etc.If no reports are to be submitted, state here "Not applicable".]*

## Appendix C: Key Personnel and Sub-consultants

*[List under: C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications. experience of Key Personnel to be assigned to work , and staff-months for each.*

*C-2 List of approved Sub-consultants [if already available]; same information with respect to their Personnel as in C-1 through C-2)]*

## Appendix D: Services and Facilities to be provided by the Client

*[List here under:*

*F-1 Services, facilities and property to be made available to the Consultants by the Client.]*

## Appendix E: Breakdown of Contract Price in Indian Rupees

*List here the elements of cost used to arrive at the breakdown of the lump sum price :*

*1.Monthly rates for local Personnel (Key Personnel and other Personnel)*

*2.Reimbursable expenditures:*

This appendix will exclusively be used for determining remuneration for additional services.

**Appendix F: Form of Bank Guarantee for Advance Payments**

(Reference SC Clause 6.4 of Contract)

(To be stamped in accordance with Applicable Stamp Act, if any)

Ref:_____ Bank Guarantee: _____ Date:_____

Dear Sir,

In consideration of M/s._____(hereinafter referred as the "Client", which expression shall, unless repugnant to the context or meaning thereof include it successors, administrators and assigns) having awarded to M/s. _____ (hereinafter referred to as the "Consultant" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of client's Contract Agreement No._____dated_____and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at_____for_____Contract (hereinafter called the "Contract")
(scope of work)
and the Client having agreed to make an advance payment to the Consultant for performance of the above Contract amounting to _____ (in words and figures) as an advance against Bank Guarantee to be furnished by the Consultant.

We_____(Name of the Bank) having its Head Office at_____(hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the client immediately on demand any or, all monies payable by the Consultant to the extent of___as aforesaid at any time up to_____@_____without any demur, reservation, contest, recourse or protest and/or without any reference to the consultant. Any such demand made by the client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. we agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the contract by the Consultant. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Client and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Client and the Consultant any other courseor remedy or security available to the Client. The bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultant and notwithstanding any security or other guarantee that the Client may have in relation to the Consultant's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is limited to_____and it shall remain in force up to and including _____ _____ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s._____on whose behalf this guarantee has been given.

Dated this_____day of_____19_____at _____

WITNESS:

(signature) (Signature)

_____

(Name) (Name)

(Official Address) Designation (with Bank stamp)

Attorney as per Power of

Attorney No._____Dated ___

*Note : The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in India.*